

Memorandum



Date: October 19, 2004

Agenda Item No. 7(F)(1)(E)

To: Honorable Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Lease Agreement for Food Service at the South Dade Government Center

It is recommended that the Board of County Commissioners approve the accompanying resolution authorizing the County Manager to execute the attached lease agreement with Marina Hot Dogs, Corp. for the operation of a snack bar at the South Dade Government Center.

PROPERTY: South Dade Government Center
10710 SW 211 Street, Miami, Florida

OWNER: Miami-Dade County

PROPOSED TENANT: Marina Hot Dogs, Corp.

COMPANY PRINCIPAL: Elsa M. Flores, President

USE: Miami-Dade County is seeking to contract with Marina Hot Dogs, Corp. to operate, maintain and manage a 180 square foot snack bar situated in the lobby level of the South Dade Government Center. The snack bar will offer a variety of snacks and beverages to the employees and visitors of the South Dade Government Center.

COMPETITIVE PROCESS UTILIZED: Invitation to Bid Number IB7613-4/09-OTR

JUSTIFICATION: Currently there is no other food service offered at the South Dade Government Center. Having some type of food service at the South Dade Government Center will be of benefit to the many visitors and employees of the Center.

LEASE TERM: The lease is for one (1) year and contains four (4) one-year renewal option periods. The rent will increase five percent (5%) per renewal period.

RENTAL RATE: Guaranteed Minimum Rent of \$14,400.00 per annum to be paid in monthly installments of \$1,200.00.

EFFECTIVE DATE: Commencing upon approval by the Board of County Commissioners, unless vetoed by the Mayor, and if so, shall become effective only upon an override of this Board and acceptance by tenant; and terminating one year thereafter.

CANCELLATION PROVISION: The County has the right to cancel by giving ten (10) days written notice if the tenant defaults in any of the provisions specified in the lease agreement.

COMMENTS: There were 77 notices of the Invitations to Bid mailed out to prospective vendors. None were down loaded from the Miami-Dade County website. Bids were received as follows:

Marina Hot Dogs, Corp.	\$1,200.00
Ricky's Arepas	\$1,100.00
Majail Yamils	\$1,100.00
Edna Padon	\$ 800.00
Karlen Foods	\$ 675.00
West Palm Sub and Salad Entrepreneurs	\$ 650.00



Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. **DATE:** October 19, 2004
and Members, Board of County Commissioners

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(F)(1)(E)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)(1)(E)
10-19-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT AT THE SOUTH DADE GOVERNMENT CENTER, 10710 S.W. 211TH STREET, MIAMI, WITH MARINA HOT DOGS, CORP.; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference ,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami Dade County and Marina Hot Dogs, Corp., in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to exercise any and all other rights conferred therein .

The foregoing resolution was offered by Commissioner

, who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice Chairperson

Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrian D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. HB

Hugo Benitez

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 200____, by and between MIAMI-DADE COUNTY, FLORIDA, (the "County", whose Contract Liaison will be the General Services Administration, Real Estate Section, and Marina Hot Dogs Corp., (the "Lessee").

WITNESSETH:

WHEREAS, the County owns and operates the SOUTH DADE GOVERNMENT CENTER located at 10710 SW 211th Street, Miami, Florida, and

WHEREAS, the County has offered to lease space as identified in Exhibit A, for the operation of a snack bar, and,

WHEREAS, the Lessee has offered to operate, maintain and manage a snack bar within approximately 180 square feet within the Lobby level of the South Dade Government Center located at 10710 SW 211th Street, Miami, Florida, (the "Leased Premises"), that shall conform to the Scope of Services (Appendix A); Miami-Dade County's request for Invitation To Bid (ITB) No. IB7613-4/09-OTR and all associated addenda and attachments:

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. **Use:** The County hereby grants unto the Lessee, and the Lessee hereby accepts from the County, a Lease Agreement for operation of a snack bar in the Leased Premises as described in Paragraph 3, for food service, as described in paragraph 1B below.
 - a) **Operations:** Except when and to the extent that the Premises may be untenable by reason of damage by fire or other casualty, Lessee shall continuously and uninterrupted use, occupy and operate the snack bar at the premises hereby outlined.
 - b) **Limitations on Use:** Subject to Lessee's right to use the Premises for the purposes specified in Paragraph 1, Lessee shall not suffer or Lease the Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or Lease anything to be brought into or kept therein, which would in any way (i) violate any Legal Requirements or Insurance Requirements; (ii) cause structural injury to the Property or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Property; (v) materially impair

or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Property or the proper and economic functioning of any other common service facility or common utility of the Property; (vi) impair or interfere with the physical convenience of any of the occupants of the Property; or (vii) impair any of the Lessee's other obligations under this Lease Agreement.

- c) **Governmental Approvals:** If any governmental license or Lease shall be required for the proper and lawful conduct of Lessee's business in the Premises, or any part thereof, and if failure to secure such license or Lease would in any way adversely affect the County, Lessee, at its expense, shall duly procure and thereafter maintain such license or Lease and submit the same to inspection by the County. Lessee shall at all times comply with the terms and conditions of each license and Lease.
- d) **Clean Condition:** Throughout the term of this Lease Agreement, Lessee at its sole cost and expense will keep the Premises clean and in good condition and order.
- 2. **Exclusivity:** The rights granted under the Lease Agreement are exclusive only to the site herein described and as to types of services and items offered.
- 3. **Property Description:** Approximately 180 square feet, contained within the Lobby level of the South Dade Government Center, 10710 SW 211th Street, Miami, Florida, (the "Leased Premises").
- 4. **Term:** The County hereby issues a Lease Agreement to the Lessee for a term of one year, beginning ten days following approval by the Board of County Commissioners unless vetoed by the mayor, which shall become effective only upon an override of the Board and terminating one (1) year thereafter.
- 5. **Option to Renew:** The County shall have the option to renew for an additional four (4) years on a year to year basis. At that time the County will consider an adjustment to the price based on a five (5%) increase per year.
- 6. **Minimum Rental Guarantee:** Lessee in consideration of the use and occupancy of the Premises does hereby covenant and agree with the County to pay to the County without deduction or set off of any kind the sum of \$14,400.00 per year, as Minimum Rental Guarantee in monthly installments of \$1,200.00, plus applicable State Taxes as may be required by law, for the first year on the first day of the month without billing or demand.
- 7. **Sales Tax:** The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent (currently at the rate of 7%) on the amounts payable to the County under this Agreement. The Sales and Use Tax shall be payable to the County, when rent is due, which in turn will remit same, less authorized handling deductions to the State. Said tax is applicable to all rental payments, unless otherwise determined by the State of Florida.
- 8. **Building Services:** The County has caused all necessary utility lines and services to be brought to the Premises. Lessee shall not place any unacceptable load or burden on the

capacity of the applicable building systems and utility lines of the "South Dade Government Center" as determined either by the public utility providing such service or by the County's Architect or Engineer in the exercise of reasonable judgment.

9. **Curtailment or Interruption of Service:** The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alternations, or improvements in the judgment of County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alternations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Lessee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of rent or other charges, nor damages, shall be claimed by Lessee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Lease Agreement or any of Lessee's obligations hereunder be affected or reduced thereby.

If any payment of rent due hereunder shall remain unpaid for more than ten (10) days after it shall become due, the County may without notice to Lessee, discontinue utilities service, until all arrears of rent shall have been paid-in-full. The County shall not be liable for damage to persons or property or the business of Lessee for any such discontinuance, nor shall such discontinuance in any way be construed as an eviction of Lessee or cause an abatement of rent, or operate to release Lessee from any of Lessee's obligations hereunder.

10. **Accord and Satisfaction:** No payment by Lessee or receipt by County of a lesser amount than any payment of rent or additional rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or additional rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent deemed an accord and satisfaction. The County may accept such check or payment without prejudice to County's right to recover the balance of such or pursue any other remedy provided in this Lease Agreement, at law or in equity.

11. **Payment of Fees:** The amount payable by Lessee to the County herein, shall be payable with the submission of the certified transaction reports. Such payments, as well as other amounts payable by Lessee to the County under the terms of this Lease Agreement, all of which shall be deemed to be additional rent for the purposes of collection only herein, shall be paid promptly when due, without notice for any reason whatsoever and without abatement, except as hereinafter provided. All rentals provided for in this Lease Agreement shall be paid or mailed to:

General Services Administration
Facilities and Utilities Management Division
Attention: Retail Leasing Manager
111 NW 1st Street
Suite 2460
Miami, Florida 33128

(Checks shall be made payable to the "Miami-Dade County Board of County Commissioners)

In the event Lessee fails to pay any of the rentals, fees or charges as required to be paid under the provisions of this Lease Agreement within ten (10) days after same shall become due, Lessee shall pay a late charge of ten percent (10%) of any rental payment due under this Lease Agreement to cover the County's cost of handling delinquent payments. Implementation of this provision shall not preclude the County from terminating this Lease Agreement for default in the payment of rentals, fees or charges, or from enforcing any other provisions contained herein.

12. **Holding Over:** If Lessee remains in possession of the Premises after the expiration of the term of this Lease Agreement and any extensions thereof without a new Lease Agreement reduced to writing and duly executed and delivered (even if Lessee shall have paid, and County shall have accepted, rent in respect to such holding over), Lessee shall be deemed to be occupying the Premises only as a Lessee from month-to-month, subject to all covenants, conditions, and agreements of this Lease Agreement. If Lessee fails to surrender the Premises upon the termination of this Lease Agreement, then Lessee shall, in addition to any liabilities to County accruing there from, indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from the such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding agreements on such failure.
13. **Ownership of Improvements:** Upon the expiration or earlier termination of this Lease Agreement for any reason, all existing and future County installed fixtures, equipment, improvements and appurtenances attached to or built into the Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Lessee, shall become and remain a part of and be surrendered with the Premises. Any furniture, furnishing, equipment or other articles of movable personal property owned by Lessee and located in the Premises, shall be and shall remain the property of Lessee and may be removed by it any time during the term of this Lease Agreement, and the same have not become a part of the freehold, and so long as such does not materially affect Lessee's ability to use premises and conduct its business as provided herein. However, if any of Lessee's property is removed and such removal causes damage to the Premises, Lessee shall repair or pay the cost of repairing any damage to the Premises resulting from such removal. Any property belonging to Lessee and not removed by Lessee at the end of the Term or a renewal, if applicable, shall, at the election of the County, be deemed to be abandoned by Lessee, and the County may keep or dispose of such property and restore the premises to good order within ten (10) days after billing therefore. At the expiration of the term of this Lease Agreement, Lessee shall deliver to the County the keys and combination to all safes, cabinets, vaults, doors and other locks left by Lessee on the Premises.
14. **Lessee's Changes:**
 - a) **CONDITIONS FOR MAKING CHANGES:** After Commencement Date, and subject to approval of the County in writing, Lessee may at any time, at its expense, make such other alternations, additions, installations, substitutions, improvements and decorations (hereinafter collectively called "changes" and, as

applied to changes provided in this Article ("Lessee's Changes"), in and to the premises, excluding structural changes, as Lessee reasonably may consider necessary for the conduct of its business in the Premises, on the following conditions:

- i. The outside appearance or structural integrity of the "South Dade Government Center" shall not be affected.
- ii. No part of the "South Dade Government Center" not included within the Premises shall be physically affected.
- iii. The proper functioning of any of the material, electrical, sanitary, fire protection and other service systems shall not be adversely affected.
- iv. In performing the work involved in making such changes, Lessee shall be bound by and observe all of the conditions and covenants contained in this Article.
- v. At the expiration or any earlier termination of this Lease Agreement, on the County's written request, Lessee shall restore the Premises to their condition prior to the making of any change listed by this Article, reasonable wear and tear excepted, unless waived by the County in writing.

b) **APPROVALS FOR CHANGES, COST AND INSURANCE.** Lessee, at its expense, shall obtain all necessary governmental Leases and certificates for the commencement of Lessee's Changes and for final approval thereof upon completion, and shall cause Lessee's Changes to be performed in compliance therewith, and with all applicable laws and requirements of public authorities, and with all applicable requirements of insurance bodies, and in good and workmanlike manner, using materials and equipment at least equal in quality and class to the original installations of the Project, and so as not to impose any additional expense upon the County. Throughout the performance of Lessee's Changes, Lessee shall carry, or cause to be carried, insurance as set forth in Paragraph 41. If any of Lessee's Changes shall involve the removal of any fixtures, equipment or property in the premises which are the County's Property, such fixtures, equipment or other property shall be promptly replaced, at Lessee's expense, with fixtures, equipment or other property of like utility and at least equal value unless the County shall otherwise expressly consent in writing.

c) **VIOLATIONS, LIENS, AND SECURITY INTERESTS.** Lessee, at its expense, and with diligence and dispatch, shall secure the cancellation or discharge of all notices of violation arising from or otherwise connected with Lessee's Changes or operations in the leased premises which shall be issued by any public authority having or asserting jurisdiction. Lessee shall promptly pay its contractors and materialmen for all work and labor done at the Lessee's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, Lessee shall bond against or discharge the same within ten (10) days of the filing of said encumbrance. In the event Lessee fails to remove or bond against said lien by paying the full amount claimed, Lessee shall pay the County upon demand any amounts paid out by the County, including the County's costs, expenses and reasonable Counsel fees. Lessee further agrees to hold the County harmless from to indemnify the County against any and all claims, demands and

expenses, including reasonable attorney's fees, by reason of any claim of any contractor, subcontractor, materialman, laborer or any other third person with whom Lessee has contracted, or otherwise is found liable for, in respect to the Premises. Nothing contained in this Lease Agreement shall be deemed, constructed or interpreted to imply any consent or agreement on the part of the County to subject the County's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, materialman or supplier thereof against any part of the "South Dade Government Center" or any of the buildings or improvements thereon (inclusive of the Premises) and each such contract shall provide that the contractor must insert a statement in any subcontract or purchase order that the contractor's contract so provides for waiver of lien and that the subcontractor, materialman and supplies agree to be bound by such provision.

15. Lessee's Repair and Maintenance: Lessee, at its expense, shall make promptly:

- a) All repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Premises and Common Area as shall be required by reason (i) the performance by Lessee of any work on the Premises; (ii) the installation, use or operation of Lessee's property; (iii) Lessee's portion of the utility lines in the Premises, if damaged due to Lessee's negligence; (iv) the moving of Lessee's Property in or out of the Premises; (v) the misuse or neglect of the Premises by Lessee or any of its employees, agents or contractors, including the failure or neglect of Lessee to make the repairs required by the succeeding subsection hereof.
- b) Such repairs, other than those required to be made by the County under Paragraph 32, as may be necessary to maintain the Premises and Lessee's property in as good order, condition, and repair as they are at the Commencement Date. Lessee shall, if due to its negligence, be responsible for repairs, maintenance, and replacements including all utility systems, serving same and appurtenances thereto, and shall keep them at all times neat, clean and in good repair, free from filth, overloading, danger of fire, explosion, or any nuisance, and return the same to the County, after removing all its property there from, at the expiration of the Lease Agreement Term, in as good condition as when received by Lessee, ordinary wear and use and casualty loss due to causes beyond Lessee's control excepted. Lessee agrees that it will cause no damage to foundations, roofs, walls or floors, and if it does, it will be liable to the County for the cost of repairs. If the Premises are not surrendered as aforesaid, in addition to all other rights given to the County herein or by law:
 - i. The County may at its option, restore the Premises or the project to good order and condition and Lessee shall pay to the County within ten (10) days after billing therefore, as additional rent, the expense of such restoration; and
 - ii. Lessee shall indemnify and hold harmless the County against any and all claims, demands, loss or damage, including reasonable attorney's fees, resulting from the delay by Lessee in surrendering the Premises including,

but not limited to, claims made by any succeeding Lessee or Tenant based on such delay.

16. Facilities:

- a) All equipment and personal property furnished by Lessee shall be of good quality and suitable for its purpose. The County shall have the right to require substitute equipment of personal property when such action is deemed necessary or desirable. Equipment acquired by the Lessee by purchase from the County that is unsuitable for Lessee's operation may be replaced with other equipment or personal equipment or personal property of the Lessee's choice, subject to the above conditions.
- b) It shall be the responsibility of the Lessee to coordinate activities with the County during any periods of construction and normal operations.
- c) The Lessee agrees to maintain said premises in the same condition, order, and repair as at the commencement of operations or after improvements, excepting only reasonable wear and tear arising from the use thereof under this Lease Agreement.

17. County Approval: The Lessee agrees that it will obtain prior written approval from the County Manager in all of the following matters:

- a) Changes from originally approved specifications, activities, signage, and graphics.
- b) Equipment Lessee plans to install requiring any building modifications.
- c) Any use of the County's, or Facility's name.

Further, it is understood by the Lessee that should any of the above items be disapproved, Lessee may offer alternative solutions. The County Manager or his designee shall be allowed twenty-one (21) days to reach a decision in any of the above matters and failure to do so within such period shall constitute approval.

18. County Approval of Change: The County Manager reserves the right with stated just cause to require the Lessee to change within a stated time any and all items contained in Paragraph 18 it deems in need of change, despite previous approval of same.

19. Public Contact of Lessee's Employees: Lessee's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties in the Premises. Lessee's employees will not be considered agents of the County.

20. Hours of Operations: At a minimum, the snack bar shall operate five (5) days a week, Monday through Friday, continuously from 7AM to 3PM, except on County, State and Federal designated holidays.

21. Quality of Lessee's Service:

- a) The Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb or be offensive to customers, patrons, or others in the immediate vicinity of such operations.
- b) The Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection.
- c) Lessee shall take good care of said premises, shall use the same in careful manner and shall, at its own cost and expense, keep, maintain and repair any damages caused by Lessee (excluding normal wear and tear), upon the expiration of this Lease Agreement, or its termination in any manner, shall deliver said premises to the County in not worse condition than the same was at the commencement of this Lease Agreement, with the exception of loss by fire or other casualty and ordinary wear and tear.
- d) Lessee shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore.
- e) The Lessee shall not conduct any business or activity not specifically authorized by this Lease Agreement in the Premises, unless approved by the County. It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The Lessee agrees that a determination by the County will be accepted as final in evaluating whether its activities infringe on the rights of others and that Lessee will fully comply with any decisions on this matter.

22. Services/Equipment Provided by County: The County shall provide the following:

- a) Electrical as existing.
- b) Water as existing.

23. Equipment and Services Provided by Lessee: The Lessee, at its sole cost, shall provide and/or maintain Premises.

24. Equipment Installed by Lessee:

- a) Any equipment, furnishings, signage and advertising installed by the Lessee shall be in keeping with the appropriate standards of décor at the Premises and must be approved by the County prior to installation, which approval shall not be unreasonably withheld. The Lessee shall not install, remove or replace the equipment or furnishings without notification to, and prior approval by, the County, which approval shall not be unreasonably withheld. Following the installation of any additional equipment, furnishing and improvements which the County may approve from time to time, Lessee shall provide to the County a

statement setting forth the cost of such equipment, furnishings and improvements provided shall meet the requirements of all applicable building, ADA, fire, and other related codes.

- b) Lessee shall not alter or modify any portion of the facility, the Premises or the improvements constructed therein without first obtaining written approval from the County.
 - c) Lessee acknowledges that the premises contain certain items of County property and shall not sell, convey, mortgage, pledge or otherwise dispose of any of the equipment or furnishings installed on the premises, whether installed by the County or the Lessee, without prior written consent of the County.
 - d) Lessee shall maintain a list of all business personal property subject to liens, leasing or other security arrangement and shall provide such list upon request by the County. Third party security agreements affecting said equipment or furnishings are prohibited unless prior written consent is given by the County.
25. **Utilities Within the Premises:** The County has caused all necessary utility lines and services to be brought to the Premises. Lessee shall be responsible for all utility connections including electrical and phone lines.
26. **Damages:** Lessee shall repair all damages to the Premises caused by the Lessee, its employees, agents, or independents contractors.
27. **Quiet Enjoyment of the Property:** The County covenants and agrees that so long as no default exists in the performance of Lessee's covenants and agreements contained herein, Lessee may peaceably and quietly hold and enjoy the Premises and all parts thereof for the portion of the Lease Term, free from eviction or disturbance by the County or any person claiming under, by or through the County.
28. **Subordination:** The County shall have the right to transfer, mortgage, assign, pledge, and convey in whole or in part the Premises, this Lease Agreement and all rights of the County existing and to exist, and rents and amounts payable under the provisions hereof; and nothing herein contained shall limit or restrict any such right, and the rights of the Lessee under this executed in connection with the exercise of any such right of the County, including, but not limited to, the lien of any mortgage, deed of trust, lease, or security agreement now or hereafter placed upon the Premises and to all renewals or modifications thereof. This paragraph shall be and agrees, if requested, to execute and deliver upon demand such further instruments confirming such subordination of this Lease Agreement to the lien of any such mortgage, deed of trust, lease, or security agreement as shall be requested by the County and/or any mortgage, proposed mortgagee, or holder of any security agreement. Lessee hereby irrevocably appoints the County as its attorneys in fact to execute and deliver any such instrument for and in the name of the Lessee.
29. **Liability for Damage or Injury:** The County shall be liable for damage or injury which any be sustained by any party or persons on the Premises other than the damage or

injury solely by the negligence or intentional actions of the County, its agents and employees while in the course of County's business, and as provided by law.

30. **Damage or Destruction of Premises:** If either the Premises or the buildings are partially damaged due to Lessee's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or its own cost and expense. In the event the said premises are completely destroyed due to Lessee's negligence, the Lessee shall repair and reconstruct the premise so that they equal the condition of the premises on the date possession was given to the Lessee. In lieu of reconstructing, the Lessee shall reimburse the County for all expenses incurred by the County in restoring the premises to their original condition. The election of remedies shall be at the sole discretion of the County.
31. **Diminution for County's Repair:** Except as elsewhere specifically provided in this Lease Agreement, there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of the County by reason of inconvenience, annoyance or interference with Lessee's business arising from the County or its agents making any repairs, replacements, alternations, decorations, additions or improvements in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Lessee's use of the Premises.
32. **Performance of Obligations:** Lessee covenants at all times during the term of this Lease Agreement to perform promptly all of the obligations of Lessee set forth in this Lease Agreement.
33. **Ingress and Egress:** Subject to rules and regulations, statutes and ordinances, and terms of this Lease Agreement governing the use of the facility, Lessee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials, shall have the right of ingress and egress to and from the premises.
34. **Assignment, Subletting and Successors in Interest:** Lessee shall not assign, sublet, mortgage, pledge nor otherwise encumber this Lease Agreement nor any portion thereof, nor any property associated with this Lease Agreement without written approval of the County, which may not be unreasonably withheld. Unapproved assignment, subletting, mortgaging, pledging or encumbering shall be grounds for immediate termination of this Lease Agreement. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on assignees, sub lessees and other successors as may be approved by the County. Lessee shall be liable for acts and omissions by any subleases affecting this Lease Agreement. The County reserves the right to directly terminate any sub lessee for any cause for which Lessee may be terminated.

35. **County's Property Insurance:** Any insurance the County may maintain shall not cover Lessee's improvements and betterments, contents or other property of Lessee. Lessee shall not violate, or Lease the violation of, any condition imposed by any of the County's insurance policies, which are available for inspection upon request, and shall not do, or Lease anything to be done, or keep or Lease anything to be kept in the Premises which would increase the fire or other property or casualty insurance rate on the building or buildings in which the "South Dade Government Center" is located or the property therein over the rate which would otherwise then be in effect (unless Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If by reason of any act or omission on the part of Lessee, the rate of property insurance on the Project or equipment or other property of the County or other tenants shall be higher than it otherwise would be, Lessee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Lessee, which sum shall be deemed additional rent for purposes of collection only.
36. **Lessee's Property Insurance:** Lessee shall carry "All Risk: Property Insurance coverage on all improvements and betterments, equipment and any other property of the Lessee's in the amount of at least 80% of the full replacement cost thereof.
37. **Lessee's Insurance:** The Lessee shall furnish to Miami-Dade County, c/o Risk Management, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- a) Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
 - b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Lease, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
38. **Certificate Continuity:** The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the agreement period, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the agreement period, the Lessee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renew certificates that cover the Agreement period, the County shall suspend the agreement until the new or renewed certificates, are received by the County in the manner prescribed; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion,

terminate the agreement for cause. Prior to execution of the Agreement by the County and commencement of agreement, the Lessee shall obtain all insurance required under this Section and submit same to the County for approval. All insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which mostly nearly reflect the operations of the Lessee. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

39. **Insurance Company Rating Requirements:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

40. **Indemnification**

The Lessee shall indemnify and hold harmless the County and its officer, employees, agents and instrumentalities from all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Lessee or its employees, agents, servants, partners, principals or subcontractors. The Lessee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided.

41. **Termination by County:** The occurrence of any of the following shall cause this Agreement to be terminated by the County upon the terms and conditions also set forth below:

a) Automatic Termination:

1. Institution of proceedings in voluntary bankruptcy or reorganization by the Lessee.
2. Institution of proceedings in involuntary bankruptcy against the Lessee if such proceedings continue for a period of ninety (90) days.
3. Assignment by Lessee for the benefit of creditors.

4. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County.
 5. The discovery of any misstatement in the Lessee's proposal leading to award of this Agreement, which in determination of the County significantly affects the Lessee's qualifications to perform under the Lease Agreement.
 6. Unapproved change of ownership interest in Lessee and/or failure to submit the ownership list within 24 hours upon the request of the County.
 7. Failure to cease any activity which may cause limitation of County's use of "South Dade Government Center".
- b) Termination after ten (10) days written notice by the County either by posting on or at the Premises and by certified or registered mail to any known address of Lessee set forth in Paragraph 55 hereof for doing any of the following:
1. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
 2. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.
 3. Termination after fourteen (14) days from receipt by Lessee of written notice having either been posted on or at the Premises or by certified or registered mail to the address of the Lessee set forth in Paragraph 58 hereof:
- c) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the Lessee to remedy such breach within the thirty (30) day period from receipt of the written notice.
- d) A final determination in a court of law in favor of the County in litigation instituted by the Lessee against the County or brought by the County against Lessee.
42. **Termination by Lessee:** Lessee shall have the right upon fourteen (14) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in Paragraph 55 hereof to terminate this Agreement at any time after the occurrence of one or more of the following events:
- a) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Lease Agreement Premises for the purposes set forth herein, and the remaining in force of said injunction for a period of more than fourteen (14) calendar days.
 - b) A breach by the County of any of the terms, covenants or conditions contained in this Agreement and failure of the County to remedy such breach for a period of twenty-one (21) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested from the Lessee, of the existence of such breach.

- c) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the premises, or any substantial parts, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of fourteen (14) calendar days or more.

43. Non-Discrimination:

- a) Lessee does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:
 - 1. No person on the grounds of race, color, religion, national origin, sex, age or handicap shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Premises, except for bonafide causes allowed by law.
 - 2. That in construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except for bonafide causes allowed by law.
 - 3. That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- b) That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement and re-enter and repossess said Premises thereon and hold the same as if said Lease Agreement had never been made or issued. This provision shall not be effective, when applicable, until the procedures of Title 45, code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
- c) Lessee shall not discriminate against any employee or applicant for employment in the performance of the contract with respect to hiring, tenure, terms, conditions or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin or ancestry.

44. Rules and Regulations: The Lessee will observe, obey and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Lessee's operations under this Lease Agreement. Failure to do so will constitute a breach of the Lease Agreement.

45. Payment of Obligations:

- a) Lessee shall pay all taxes and other costs lawfully assessed against its interest in the premises, its improvements and/or its operations under the Lease Agreement;

provided, however, that Lessee shall not be deemed to be in default of its obligations under this Lease Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes and/or other costs.

- b) The Lessee shall procure, at the sole cost of the Lessee, all leases, licenses, and approvals required of Lessee for this operation and performance under this Lease Agreement.
46. **Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for the Premises.
47. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of all the Premises, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Agreement.
48. **Right of Entry:** The County shall have the right to enter upon the Premises at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements or improvements in the Premises as the County deems necessary, but the County assumes no obligation to make repairs in the Premises other than those expressly provided for in this Lease Agreement. The County agrees, however, that any such repairs, alterations, replacements or improvements shall be made with minimum amount of inconvenience to Lessee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Premises at reasonable times to show them to actual or prospective mortgages, tenants or lessees of the "South Dade Government Center." During the term of this Lease Agreement, the County may show the Premises to prospective tenants. If, during the last 14 days of the term of this Lease Agreement, Lessee shall have removed all or substantially all of Lessee's property therefrom, the County may immediately enter, alter, renovate and redecorate the Premises without elimination or abatement of rent or other compensation and such action shall have no effect upon the Lease Agreement.
49. **Signs:** The nature, size, shape and installation of Lessee's business signs within the Premises or in, on or adjacent to the "South Dade Government Center" must be approved by all governmental authorities having jurisdiction, must conform to the requirements set forth in the Rules and Regulations, and are subject to the approval of the County.
50. **Lessee's Occupancy Certification:** Lessee agrees at any time and from time to time, within five (5) days after the County's written request, to execute, acknowledge and deliver to the County a written instrument certifying the Commencement Date that Lessee has accepted possession of the Premises and is open for business, that this Lease Agreement is unmodified and in full force and effect (or there have been modifications, that it is in full force and effect as modified and stating the modifications), the dates to which Minimum Rent and other charges have been paid in advance, if any, and stating

whether or not, to the best knowledge of the signer of such certificate, the County is in default in the performance of any such certificate, the County is in default in the performance of any covenant, agreement, or condition contained in this Lease Agreement, and, if so, specifying each such default of which the signer may have acknowledged.

51. **Surrender of Premises:** At the expiration or earlier termination of the term of this Lease Agreement, Lessee shall peaceably surrender the Premises in as good a condition as the Premises were on the Commencement Date of this Lease Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. Lessee shall deliver all keys for the Premises to the County at the place then fixed for the payment of rent, and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Premises. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Lessee's property or trade fixtures into or out of the Premises. Lessee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this Lease Agreement.

52. **Termination of Contract:** Following the termination of this Lease Agreement the Lessee, within the thirty (30) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this Lease Agreement. Any personal property of Lessee not removed in accordance with this Lease Agreement. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Agreement.

The County shall have the senior interest in the Lessee's personal property. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Premises at any time without pre-approval in writing from the County. Lessee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Lessee shall also be liable for any expenses incurred by the County in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease Agreement that all furnishings and equipment purchased or leased by the Lessee, except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee.

Upon the termination of this Lease Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the County in the condition set forth in Paragraph 51 hereof.

53. **Approvals:** Except as provided otherwise, whenever prior approvals are required hereinabove by either party, such approvals shall not be unreasonably withheld.

54. **Indulgence Not Waiver:** The indulgence of either party with regard to any breach or failure to perform any provision of this Lease Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Lease Agreement.
55. **Notices:** Any notices submitted or required by this Lease Agreement shall be sent by registered or certified mail addressed to the parties as follows and posted on or at the Leased Premises.

To the County: General Services Administration
Facilities and Utilities Management Division
111 N.W. 1st Street
Suite 2460
Miami, Florida 33128

To the Lessee: Marina Hot Dogs Corp.
1893 NW 21st Street
Miami, Florida 33142

Or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. If attempted delivery of such notice by the above stated method is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient that notice will have the effect of being constructively received by the recipient.

56. **Interpretations:** This Lease Agreement and the exhibits and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease Agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Lease Agreement. This Lease Agreement may be amended only by written documents, properly authorized, executed and delivered by both parties hereto. For the County, appropriated authorization shall be construed to mean appropriate formal action by the Board of County Commissioners, the County Manager or the Manager's designee. This Lease Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by laws of the State of Florida.
57. **Security:** The County makes no warranties as to any obligation to provide security for the Premises, outside of standard security measures supplied by the County in general. Lessee may provide its own specialized security for the Premises, subject to the County's written approval. Absence of said Lessee security measures shall not increase the County's security obligation.
58. **Independent Lessee:** The Lessee is engaged as an independent business and agrees to perform the services in the manner of and as an independent Lessee. In accordance with the status of an independent Lessee, the Lessee covenants and agrees that the Lessee will

conduct itself consistent with such status, that the Lessee will neither hold the County out as, nor claim to be an officer or employee of the County including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Lessee's staff shall not be employees of the County, and the Lessee alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this agreement shall impose any liability or duty on the County on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency, association, corporation or organization engaged by the Lessee as a subcontractor, expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Lessee hereby agrees to indemnify and hold harmless the County against liabilities, even if they arise from actions directed or taken by the County.

59. **Choice of Law, Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the venue for any and all claims from this agreement shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
60. **Severability:** If this agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this agreement without affecting the binding force of this agreement as it shall remain after omitting such provision.
61. **No Third Party Liability:** Nothing provided herein shall create any rights in any third party as provided in the agreement or any obligation on the part of the County or any third party.

WITNESS

MIAMI-DADE COUNTY

By: _____
George Burgess
County Manager

WITNESS

By: _____
Elsa M. Flores
President
Marina Hot Dogs, Corp.

EXHIBIT A SCOPE OF SERVICES

INTRODUCTION/BACKGROUND

Miami-Dade County, as represented by the General Services Administration, Real Estate Management Section, is requesting bids from experienced individual(s), groups(s), or company (ies), etc., hereafter referred to as the Proposer(s), to develop, lease, operate, maintain and manage the snack bar as specified below for the purpose of providing first class food service and/or fast food service at the South Dade Government Center located at 10710 SW 211 Street, Miami, Florida. The Lessee will be responsible for a total of 180 square feet of snack bar/concession space. In addition to the snack bar, the Lessee will have the right to install and operate a coffee cart, kiosk and or/modular unit within the lobby level of the South Dade Regional Library located at 10750 SW 211th Street, Miami, Florida.

LEASEHOLD/SERVICE REQUIREMENTS

- Lessee shall operate and maintain the entire leased premises including the snack bar and the common seating area.
- Lessee shall be responsible for providing quality products and customer service.
- Menus must demonstrate application of sound nutritional standards, and reflect the ethnic and cultural diversity of this facility. Future changes to the menu or menu pricing must be submitted and approved by the County.
- At a minimum, the snack bar shall operate five (5) days a week, Monday through Friday, continuously from 7:00 AM to 3:00 PM, except on County, State and Federal designated holidays.
- Lessee may provide a coffee and food cart, kiosk and/or modular unit within the lobby area of the South Dade Regional Library.
- Beginning on the Commencement date of the Lease Agreement, Lessee shall pay to the County, for both the use of the Premises provided and for the privilege of doing business at the South Dade Government Center, a guaranteed Minimum Rent of \$7,800.00 per annum to be paid in monthly installments of \$650.00 in US funds, plus applicable State taxes as may be required by law with a five (5%) percent increase after the first year, and including option to renew years. The Guaranteed Minimum Rent payments are due on or before the first day of each month, in advance, without billing or demand.
- The County shall lease to the Lessee for a term of one (1) year with four (4) additional one (1) year periods.
- Lessee shall provide all equipment and supplies to operate a first-class snack bar operation. No cooking will be allowed on the premises. Hot meals must be prepared off the premises.
- The Lessee will deposit with the County a cash deposit in the amount stipulated in the agreement to be issued as a result of this ITB. This Security Deposit will be conditional solely upon the full and faithful performance of all the covenants of the Lease Agreement as determined by the County.

- Lessee will be required to be in full operation within thirty (30) days following the award of the contract.
- Utilities to be provided by the Lessor: electric, water, garbage dumpster and waste removal.
- During the term of the Lease Agreement, the Lessee shall keep in full force and effect all required insurances and indemnifications as required by the County and outlined in the Lease Agreement.
- Lessee must provide tables and seating and will be required to maintain area clean at all times.
- Lessee will be required to obtain all permits/licenses that are necessary for the operation of the snack bar as required by City, County and or State.
- Lessee shall furnish all equipment and supplies to operate a functional snack bar operation. i.e.: espresso machine, refrigerator, coffee maker, toaster, etc.
- Lessee shall not assign or sublet nor otherwise encumber the Lease Agreement without prior written County approval.
- Lessee shall comply with all the terms and conditions of the Lease Agreement.
- Lessee shall furnish to the County monthly a report of gross sales signed by an authorized representative of the Lessee certifying to the accuracy of such sales.
- Lessee Improvements shall be provided as follows:
- All improvements and alternations to the premises require prior written approval from the County and are at Lessee's sole cost and expense, including necessary improvements to the space to comply with the Americans with Disabilities Act (ADA). Subject to prior approval from the County in writing, Lessee may at any time, at its expense, make such other alterations, additions, installations, substitutions, improvements and decorations, in and to the Leased Premises, excluding structural changes, as Lessee reasonably may consider necessary for the conduct of its business in the Leased Premises.
- Lessee will be required to provide, at a minimum, the following menu items:

BREAKFAST

Bagel (Assorted/Fresh) W/Cream Cheese
 Assorted Danishes
 Toast, Cuban Toast, Muffins
 Empanadas, Papa Rellena
 Croissants
 Breakfast Sandwiches
 Bottled Juices
 Milk
 American Coffee & Tea
 Cuban Coffee/Café Con Leche

LUNCH

USDA Grade A Turkey Sandwich
 USDA Grade A Ham Sandwiches
 Tuna Salad Sandwiches
 All Beef Hot Dogs
 Assorted Fresh Salads
 Soup of the Day
 Egg Salad Sandwiches
 Soda, Bottled Water
 Cookies
 Fresh Fruits